

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: April 07, 2010



TIFFANY & BOSCO
P.A.

2525 EAST CAMELBACK ROAD

SUITE 300

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

Randolph J. Haines

RANDOLPH J. HAINES
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-06518

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

IN RE:

Tony Clay Nash,

Debtor.

Chase Home Finance LLC,

Movant,

vs.

Tony Clay Nash, Debtor, Constantino Flores,
Trustee.

Respondents.

No. 2:10-BK-05809-RJH

Chapter 7

ORDER

(Related to Docket #5)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated April 19, 2007 and recorded in the office of the
3 Maricopa County Recorder wherein Chase Home Finance LLC is the current beneficiary and Tony Clay
4 Nash has an interest in, further described as:

5 Unit 105, CANTERA FOUNTAINS CONDOMINIUMS, TOGETHER WITH the undivided
6 interest in and to the common elements appurtenant to each unit;

7 All as set forth in Declaration of Horizontal Property Regime recorded as Records No. 84-
8 456946 and amended at Records No. 86-103828, and thereafter Declarant rights were assigned
9 in instrument recorded June 18, 1987 at Records No. 87-387791, and on plat recorded in the
office of the Maricopa County Recorder in Book 274 of Maps, Page 11, and Affidavit of
Correction recorded at Records No. 84-482386, of Official Records.

10 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.